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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

KPG INVESTMENTS INC., a Nevada corporation; KENDALLE GETTY, an individual,

Case No.:
3:22-cv-00236-ART-CLB

Plaintiffs,

v.

MARLENA SONN, an individual; AND DOES 1-20,

Defendant.

MARLENA SONN,

Consolidated with:
3:22-cv-00323-ART-CLB

Plaintiff,

v.

KENDALLE P. GETTY, as Trustee of the Pleiades Trust and as an individual, KPG INVESTMENTS, INC., as Trustee of the Pleiades Trust, ALEXANDRA SARAH GETTY, as Trustee of the Pleiades Trust and as an individual, ASG INVESTMENTS, INC., as Trustee of the Pleiades Trust, MINERVA OFFICE MANAGEMENT, INC., and ROBERT L. LEBERMAN,

**STIPULATION AND ORDER
REGARDING PROTOCOL
GOVERNING PRODUCTION OF
ELECTRONICALLY STORED
INFORMATION**

Defendants.

1 KPG Investments Inc., Kendalle Getty, Alexandra Sarah Getty, ASG Investments, Inc.,
 2 Minerva Office Management, Inc., Robert L. Leberman, and Marlena Sonn (collectively, the
 3 “Parties”), by and through their respective counsel of record, hereby stipulate and agree that the
 4 production of Electronically Stored Information (“ESI”) in the above-captioned action shall be
 5 governed by the following protocol.

6 **I. DEFINITIONS**

7 a. “Electronically Stored Information” or “ESI” means data existing in electronic form
 8 consistent with Federal Rule of Civil Procedure 34(a), including by way of example but not limited
 9 to (where relevant and not privileged) text messages, email, attachments to email, calendars, other
 10 electronic documents such as word processing documents, spreadsheets, electronic slide
 11 presentations, databases, social media messages, social media postings, and other reasonably
 12 accessible electronically stored information relevant to the subject matter of this case pursuant to
 13 FRCP 26(b)(1), stored in any medium from which information can be obtained either directly, or, if
 14 necessary, after translation by the responding party into a reasonably usable form.

15 b. “Documents” shall have the same definition as set forth in Federal Rule of Civil
 16 Procedure 34.

17 c. “Metadata” means: (i) information embedded in a Native Format file that is not
 18 ordinarily viewable or printable from the application that generated, edited, or modified such Native
 19 Format file; and (ii) information generated automatically by the operation of a computer or other
 20 information technology system when a Native Format file is created, modified, transmitted, deleted,
 21 or otherwise manipulated by a user of such system. Metadata is a subset of ESI.

22 d. “Native Format” means and refers to the format of ESI in the unprocessed “as kept in
 23 the ordinary course of business” electronic format of the application in which such ESI is normally
 24 created, viewed, and/or modified. In this Stipulation, the Native Format for emails refers to the
 25 individual EML or MSG files converted from the Personal Storage Table or “PST” file, and not the
 26 PST file itself.

27 e. “Load/Unitization File” means an electronic file containing information identifying a
 28 set of paper-scanned images or processed ESI and indicating where individual pages or files belong

1 together as documents, including attachments, and where each document begins and ends. A
2 Load/Unitization File will also contain data relevant to the individual Documents, including extracted
3 and user created Metadata, as well as an OCR File or Extracted Text, should such data be available.

4 f. "OCR File" means an optical character recognition file created by software used in
5 conjunction with a scanner that is capable of reading text-based Documents and making such
6 Documents searchable using appropriate software.

7 g. "Extracted Text" means the text extracted from a Document, and includes all header,
8 footer and document body information when available.

9 h. "Media" means an object or device, including but not limited to a disc, tape, computer
10 or other device, on which data is or was stored.

11 **II. GENERAL PROVISIONS**

12 a. Except as specifically provided herein, nothing in this protocol shall operate to limit a
13 Party's rights, obligations, and responsibilities under the Federal Rules of Civil Procedure and
14 applicable decisional authority. Nor does anything herein limit rights or obligations to collect
15 documents, whether ESI or otherwise, through "go-get" or non-custodial collection processes.

16 b. The Parties each reserve the right to seek exceptions, amendments, or modifications
17 to this Order from the Court.

18 c. The Parties further reserve the right to modify any practice or procedure set forth
19 herein by mutual agreement without order of the Court.

20 d. The Parties shall make good faith efforts to comply with and resolve any differences
21 concerning compliance with this ESI Protocol. If a producing party, notwithstanding its good faith
22 efforts, cannot comply with any material aspect of this ESI Protocol, or if compliance with a material
23 aspect of this ESI Protocol would be unreasonable, then within a reasonable time before the date of
24 production or within a reasonable time after discovery of the inability or infeasibility of compliance,
25 such producing party shall inform the requesting party in writing as to why compliance with the ESI
26 Protocol is impossible or unreasonable. No party may seek relief from the Court concerning
27 compliance with this ESI Protocol unless it has conferred (or made reasonable, good faith efforts to

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1 confer) with other affected Parties and followed the appropriate procedures for discovery disputes set
2 forth in the Federal Rules of Civil Procedure and the Local Rules.

3 e. Nothing in this ESI Protocol shall be interpreted to require disclosure of information
4 protected by the attorney-client privilege, work-product doctrine, or any other applicable privilege or
5 immunity. The Parties do not waive any objections as to the production, discoverability,
6 admissibility, or confidentiality of any Documents. Nothing contained herein is intended to or shall
7 serve to limit a party's right to conduct a review of Documents, ESI or other information (including
8 metadata) for relevance, responsiveness and/or segregation of privileged and/or protected information
9 before production. Within two weeks of submitting this proposed ESI protocol, the parties will submit
10 a separate privilege log protocol (whether joint or competing) or advise the Court that none is needed.

11 **III. SEARCH PROTOCOL FOR ELECTRONIC DOCUMENTS**

12 The Parties agree that they will cooperate with the express objective of reaching agreement
13 on a mutually agreeable methodology for search of ESI.

14 **IV. CUSTODIAN AND SEARCH TERMS**

15 The Parties shall meet and confer to identify reasonable and mutually agreeable custodians
16 and search terms where practical for collection, review, and production of responsive ESI. However,
17 the Parties agree that simply because a document is captured by application of any agreed-upon search
18 term does not mean that such document is necessarily responsive to any propounded discovery
19 request or is otherwise relevant to this litigation or any required disclosure. Such determinations shall
20 be made by the producing Party.

21 **V. GENERAL PRODUCTION FORMATION**

22 a. Document Image Format. With the exception of (i) structured data discussed in
23 Section 6.w., and (ii) prior production sets discussed in Section 6.x. below or unless otherwise agreed
24 to in writing by a requesting party, at the cost of the producing party, non-reimbursable and non-
25 taxable pursuant to 28 U.S.C. § 1920 or any other cost-recovery provision, ESI must be produced
26 electronically as a single-page black and white TIFF image where the original document was in black
27 and white.

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1 b. In addition, the producing party will honor reasonable requests made in good faith for
 2 either the production of an original document for inspection and copying or production of a color
 3 image of a document whose original was in color, provided, however, that, if a producing party has
 4 (a) reasonably notified a requesting party in writing that it objects on grounds of undue burden to
 5 production of certain documents, (b) reasonably identified the basis and scope of its claim of undue
 6 burden, and (c) reasonably identified the need to convert such documents to TIFF format and the
 7 costs that such conversion would entail as aspects of the undue burden asserted, then the producing
 8 party will not be precluded from seeking an agreement or court order that such costs should in whole
 9 or in part be shifted to, reimbursed by, or taxed against the requesting party; and further provided that
 10 no party shall be precluded from seeking recovery or taxation of costs for conversion to TIFF format
 11 of documents that the party can establish could not reasonably be produced as an initial matter in
 12 their Native Data Formats. Nothing in this Section or the remainder of this protocol precludes the
 13 requesting party from opposing any applications for shifting of costs.

14 • When processing ESI for review and for production in TIFF format, the producing
 15 party will instruct its vendor to force off Auto Date and force on hidden columns or rows,
 16 hidden worksheets, speaker notes, track changes, and comments. All ESI should be processed
 17 with all hidden text (e.g., track changes, hidden columns, comments, markups, notes, etc.)
 18 expanded, extracted, and rendered in the TIFF file, to the extent feasible. If a file cannot be
 19 expanded, the native file shall be produced with the image file. This does not apply to
 20 Documents produced only in Native Data Format pursuant to Paragraph 6.c. below.

21 •

22 • The Parties shall meet and confer to the extent reasonably necessary to facilitate the
 23 import and use of the produced materials with commercially available document management
 24 or litigation support software.

25 • If a document is redacted, the Extracted Text shall not be delivered for that document
 26 but rather an OCR File will be delivered based on the redacted images to the extent reasonably
 27 feasible.

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1 • If a document is withheld or redacted on the grounds of attorney-client privilege, work
 2 product protection, or other privilege, the document shall be listed on a privilege log along
 3 with the information required by Federal Rule of Civil Procedure 26(b)(5)(A)(ii). The Parties
 4 will submit a separate proposal for a privilege log protocol, or advise that none is needed, *see*
 5 *supra* General Provisions.

6 • When the Parties produce replacement and/or updated documents bearing the same
 7 Bates numbers as documents previously produced, they will produce such documents in their
 8 original volume, using the same pathing, so as to facilitate updating.

9 c. Native Data Format. Spreadsheets, power point presentations, and desktop database
 10 files (such as Microsoft Access), multimedia audio/ video files (e.g., .wav, mpeg, .avi), and
 11 comparable ESI that cannot render TIFF images or for which rendering TIFF images is unduly
 12 burdensome will be produced in Native Data Format. A single-page slip sheet placeholder with the
 13 phrase “File Produced Natively” branded in the center of the page must be produced in TIFF format
 14 to facilitate database referencing and Bates and confidentiality stamping. Such duplicate first page or
 15 slip sheet placeholder will be endorsed as defined in Section 6.o. below. The associated
 16 Load/Unitization File shall include a link to the native item.

17 d. If production in Native Data Format is necessary to decipher the meaning, context, or
 18 content of a document produced in TIFF, the producing party will honor reasonable requests made in
 19 good faith for either the production of the original document for inspection and copying or production
 20 of the document in native format within ten (10) business days. Documents that would otherwise be
 21 produced in a Native Data Format, but that require redactions will be produced as TIFF images with
 22 the relevant portions redacted, or if a TIFF image production is not practicable (e.g., the file is a video
 23 or very large spreadsheet), as a copy of the native file with the relevant portions replaced with
 24 “[REDACTED]” or a similar mark, preserving the original. Then, the Extracted Text shall not be
 25 delivered for that document, but rather an OCR File of a TIFF image that has been redacted will be
 26 delivered to the extent reasonably feasible. If modification of a native file is required for redaction
 27 purposes, metadata information associated with that file should remain unchanged unless it also
 28 requires redaction. If a native file is redacted on the grounds of attorney-client privilege, work

1 product, or other privilege, the redaction shall be listed on a privilege log along with the information
2 required by Federal Rule of Civil Procedure 26(b)(5)(A)(ii).

3 e. Production of Physical Documents. Documents which either were originally generated
4 as or converted into ESI but now only exist in physical hard-copy format, or Documents which were
5 originally generated in hard-copy format, shall be subject to OCR and converted to single page image
6 files (BLACK AND WHITE TIFF or Color JPEG/PDF) and produced following the same protocols
7 set forth herein or otherwise agreed to by the Parties.

8 f. All such documents will be produced with a Load/Unitization File including
9 Document-level text files as outlined in Section 6.g. below. A Metadata field will be provided for
10 each such Document that will identify that Document as originating in physical format (i.e., "hard
11 copy"), or if the Metadata was collected prior to production in this case, the production cover letter
12 shall note the Bates ranges of Documents that were originally in hard copy.

13 g. Document Unitization. For Documents produced as either BLACK AND WHITE
14 TIFF or Color JPEG images, each page of such Document shall be electronically saved as an image
15 file. If a Document consists of more than one page, whether maintained as ESI or in physical format,
16 the unitization of the Document and any attachments and/or affixed notes shall be maintained as it
17 existed in the original when creating the image files. In the case of Documents with affixed notes,
18 and at the request of the receiving party, the parties agree to meet and confer. For Documents with
19 affixed notes which are reproduced without the note, the entire document shall be reproduced and not
20 just a portion thereof.

21 h. The producing party shall produce a Load/Unitization File for all produced Documents
22 in accordance with the following formatting:

23 OCR and Extracted Text Files (.TXT Files): ESI shall be produced with multi-page
24 searchable Extracted Text. For ESI from which text cannot be extracted, an OCR File will be
25 produced instead. Any such Extracted Text or OCR File will be produced on a Document level in
26 the following format:

- 27 • Produce a single text file per Document containing all the Document's pages

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- 1 • Filenames must be matched Bates number in this form:

2 <Bates num>.txt

3 Where <Bates num> is the BATES number of the first page in the document.

- 4 • Text must be encoded in UTF-8.

- 5 • Text files will be located in a directory named “TEXT” that is separate from the TIFF

6 image.

7 Image Files:

- 8 • Single page per image

- 9 • Black and White Group IV TIFF and Color JPEG/PDF are the default FORMATS

- 10 • Filenames for images must be matched bates number in this form:

11 <Bates num>.<ext>

12 Where <Bates num> is the BATES number of the page, and <ext> is the appropriate
13 extension for the image format (.jpg, .tiff).

14 Load/Unitization Files:

- 15 • “Concordance Default” delimited text file utilizing the following characters:

16 The “column” delimiter is “¶” (020)

17 The “quote” delimiter is “þ” (254)

18 The “new line” delimiter is “®” (174)

19 The “multi value” delimiter is “;” (059)

20 The “nested values” delimiter is “\” (092)

- 21 • First line must contain the column/field names (set forth in Paragraph 1(c) herein)

- 22 • Every row must have the same number of columns/fields (empty values are

23 acceptable)

- 24 • Text must be encoded in UTF-8

- 25 • OPT OPTICON LOAD FILE with relative pathing to the image files

- 26 i. Before production, the Parties agree to produce a sample Load/Unitization File for

27 review in accordance with the above formatting.

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1 j. Notwithstanding the foregoing, the Parties agree to further meet and confer, as
 2 necessary, in advance of any production of Documents, and in consultation with their respective
 3 vendors, to confirm all Load/Unitization File specifications.

4 k. Deduplication. Each party will globally de-duplicate ESI at the family level wherever
 5 possible and appropriate, including, without limitation, duplicate e-mail, to reduce unnecessary cost
 6 of reviewing and producing exact duplicate documents. The identity of other custodians of de-
 7 duplicated items must be listed in the “All Custodians” field of the copy of the record that is produced.
 8 If productions are made on a rolling basis, an overlay file shall be produced updating any appropriate
 9 fields for previously produced documents (e.g., “All Custodians,” “All Path,” etc.). Family groups
 10 shall be maintained at all times. For example, a duplicative attachment should be produced twice if
 11 attached to unique emails.

12 l. To the extent that exact duplicate Documents (based on MD5 or SHA-1 hash values)
 13 reside within the ESI data set, any party is required to produce only a single copy of a responsive
 14 Document (“Single Production Copy”). De-duplication shall be done on exact duplicate documents
 15 using family level hash values derived from industry standard hashing algorithms, such as MD5 or
 16 SHA-1 algorithms (or a reasonably equivalent alternative).

17 m. For exact duplicate Documents, the producing party will produce the Metadata
 18 described in Section IV.S. herein for the Single Production Copy, as well as any such Metadata that
 19 differs for the duplicate Document(s). Where an exact duplicate Document has attachments, hash
 20 values must be identical for both the Document- plus-attachment (including associated Metadata) as
 21 well as for any attachment (including associated Metadata) standing alone. If not, any such family
 22 must be produced without deduplication of any family member. Similarly, the same criteria shall be
 23 applied to duplicate Documents that are attachments to a parent Document. In the event a document
 24 identified as a potential duplicate is an attachment to a parent document, hash values must be identical
 25 for the parent-plus- attachment for the Documents to be considered duplicate Documents. If not, any
 26 such family must be produced without deduplication of any family member. The Parties will produce
 27 updated Load Files providing new Metadata, if it becomes outdated with subsequent productions.
 28 When the parties produce replacement and/or updated Documents bearing the same Bates numbers

1 as Documents previously produced in these actions, they will produce such Documents in their
 2 original volume, using the same pathing, so as to facilitate updating, and disclose in the transmittal
 3 cover letter that the production is a replacement production, the reason for the replacement, and the
 4 Bates range of files being replaced.

5 n. Email Threading. The parties shall not use email threading for production purposes.
 6 o. Bates Numbering and Other Unique Identifiers. For files produced as Black and White
 7 Group IV TIFF and Color JPEG/PDF images, each page of a produced Document must have a legible,
 8 unique page identifier (“Bates number”) electronically endorsed “burned” onto the TIFF image in
 9 such a manner that information from the source Document is not obliterated, concealed, or interfered
 10 with. There shall be no other legend or stamp placed on the Document image unless a Document
 11 qualifies for confidential treatment pursuant to the terms of the DCO entered by this Court in this
 12 litigation or has been redacted. In the case of Confidential, Highly Confidential – Attorneys’ Eyes
 13 Only, or Highly Confidential – Outside Counsel’s Eyes-Only Information, as defined in the DCO, or
 14 redacted materials, a designation must be endorsed (or “burned”) onto the Document’s image at a
 15 location that does not obliterate or obscure any information from the source document. Any party
 16 producing ESI in Native Data Format under Section IV.C., shall produce a slip sheet in Black and
 17 White Group IV TIFF that is endorsed with the Bates number, any applicable confidentiality
 18 stamping, and the reference to the location of the native file. Documents in the same family must be
 19 sequentially Bates numbered.

20 p. Any party producing ESI for structured data as provided in Section 6.w. shall employ
 21 one of the following methods for purposes of identification: (1) the ESI shall be placed in a logical
 22 evidence container, e.g. a folder that is Bates numbered; or (2) the storage device (i.e., CD, USB,
 23 hard drive) containing such files shall be Bates numbered. For (1) and (2), a spreadsheet shall also be
 24 contemporaneously produced providing a Bates number and confidentiality designation, if any,
 25 corresponding to the hash value of the Document.

26 q. The Parties shall agree on a protocol for presenting native Documents in hard copy
 27 format (for example, at depositions, in filings, and at trial), including, if agreed upon, a protocol for
 28 burning a bates stamp on such hard copy renditions of native Documents.

1 r. Production Media. Documents shall be produced via sftp site, or such other readily
 2 accessible computer or electronic media as the Parties may hereafter agree upon (the “Production
 3 Media”). Each item of Production Media shall bear a label identifying: (1) the producing party and
 4 Production Media volume number, (2) the production date, (3) the Bates number range of the
 5 materials contained on such Production Media item, and (4) the type of material on the media (e.g.,
 6 “Images,” “OCR Text,” “Native Files” etc.). Each item of Production Media shall be accompanied
 7 by a transmittal cover letter identifying the Production Volume Name of each item of Production
 8 Media included in the production and a list of the Bates ranges of the Documents contained in each
 9 item of Production Media, including identification of the Bates ranges of Documents that originated
 10 in physical/hard copy format, and whether the production includes structured data.

11 s. Metadata/ Production Data. The Parties agree that Metadata will be produced for all
 12 ESI, whether produced in Native Data Format or static image formats. The appropriate
 13 Load/Unitization File as detailed in Section IV.H. above will contain the Metadata fields listed below,
 14 associated with each electronic Document (or their equivalents), to the extent the fields exist as
 15 electronic Metadata associated with the original electronic Documents or are created as part of the
 16 electronic data discovery process if such is provided for under this protocol. The below list of fields
 17 does not create any obligation to create or manually code fields that are not automatically generated
 18 by the processing of the ESI, or that do not exist as part of the original Metadata of the Document
 19 (except as otherwise provided under this protocol); provided, however, the producing party must
 20 populate the SOURCE (file path) and CUSTODIAN fields for all produced ESI, as well as paper
 21 Documents converted to electronic form, regardless of whether these fields would be generated
 22 during typical processing of such Documents.

23 t. By producing Metadata, the producing party affirms that such Metadata came from its
 24 records, with the exception of the fields that must be manually populated as provided under this
 25 protocol.

26 u. Notwithstanding the foregoing, the Parties will meet and confer in good faith as
 27 necessary prior to the production of Documents, with technical experts as needed, to clarify or resolve
 28 any issues (e.g., definitions of Metadata fields, inconsistencies, and burden) concerning the

1 production of Metadata.

2 v. Attachments. Email attachments must be consecutively produced as separate
 3 Documents mapped to their parent by the Document or Production number and shall be produced
 4 contemporaneously with, sequentially Bates numbered, and immediately following the parent email.
 5 Parent-child relationships (e.g., the association between e-mails and attachments) will be preserved
 6 through a GroupID or BeginAttach field, which should be populated with the same value across a
 7 family (parent and attachments).

8 w. Structured Data. To the extent a response to discovery requires production of
 9 structured data in a commercial or proprietary database format that can be produced in an already
 10 existing and reasonably available report form, the Parties may produce the information in such report
 11 form, consistent with the provisions of this Protocol. In lieu of producing the database, the Parties
 12 may meet and confer on the content and format of a data extraction from such structured data source.
 13 The Parties shall attempt to agree upon the sets of data or fields to be included and the format in
 14 which data extracted from the data source shall be produced, provided however, that the Parties agree
 15 that the format must be reasonably usable and exportable electronic file (e.g., Excel or CSV format).
 16 The producing party shall generate a sample report of such extracted data for review by the requesting
 17 party or counsel upon agreement of the Parties as to the fields to be produced and the format of
 18 production. The Parties agree that such data extraction and file production does not constitute the
 19 creation of a new Document. The Parties reserve all rights to object, including but not limited to
 20 objections for relevance, undue burden, and/or inaccessibility. If an existing report form is produced,
 21 the receiving party may ask for a re-production of Documents in compliance with this order (and/or
 22 with available additional metadata), where the existing report form renders the Document less usable
 23 or understandable. The parties agree to meet and confer, and, if necessary, present the dispute to the
 24 Special Master for resolution. Nothing in this paragraph shall be construed to diminish a party's
 25 preservation obligations with respect to a database containing relevant and responsive information
 26 nor shall any resulting reproduction (under this paragraph or otherwise) shift the costs of production
 27 from the producing party unless the parties explicitly so agree in writing.

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1 x. Prior Production. To the extent a response to discovery requires a party to provide
 2 Documents, or encompasses Documents previously produced, from a production set, such party will
 3 produce the Documents from the production set as they were produced in the prior
 4 litigation/investigation—except with the addition of Bates numbering and confidentiality
 5 designations specific to this litigation as described in Section 6.h.—with whatever Metadata fields
 6 were produced in that litigation. If, as in Section 6.w., such production renders the Documents less
 7 useable or understandable, the receiving party may request reproduction in accordance with the terms
 8 of this order and the parties agree to meet and confer about any such request and, if necessary, present
 9 the dispute to the Special Master. Similarly, to the extent materials that were previously submitted
 10 as part of a production to any government agency are produced in response to discovery requests in
 11 this litigation, those Documents will be produced either in accordance with this protocol, or as they
 12 were produced to those entities—except with the addition of Bates numbering and confidentiality
 13 designations specific to this litigation as described in Section 6.h.—with whatever Metadata fields
 14 were produced in those submissions and no others. Notwithstanding this provision, the Parties retain
 15 the right to object to the production of Documents from prior litigation or investigations. Additionally,
 16 as in Section 6.w., the receiving party may ask for a re-production of Documents where the prior
 17 production form renders the Document less usable or understandable. The parties agree to meet and
 18 confer, and, if necessary, present the dispute to the Special Master for resolution.

19 **VI. OBJECTIONS TO ESI PRODUCTION**

20 a. For files produced as Black and White Group IV TIFF or Color JPEG/PDF images,
 21 Documents that present imaging or form production problems shall be promptly identified by the
 22 producing party and disclosed to the requesting party in advance or at the time of production; any
 23 such problems identified by the receiving party after production shall be promptly raised with the
 24 producing party. The producing party will take reasonable steps to resolve the problem. If it is not
 25 resolved within ten (10) business days, the Parties shall then meet and confer to attempt to resolve
 26 the problems.

27 b. If any party objects to producing the requested ESI on the grounds that such
 28 information is not reasonably accessible because of undue burden or cost, or because production in

1 the requested format is asserted to be not reasonably accessible because of undue burden or cost, the
2 party, at or before the time the production is due under the Federal Rules of Civil Procedure or the
3 Case Management Order, shall describe the nature of the objection with reasonable particularity and
4 indicate whether the producing party is willing to offer an alternative. The Parties will promptly meet
5 and confer in an attempt to resolve the objections if necessary.

6 c. If a producing party or its in-house or outside counsel learn that responsive ESI was
7 lost, destroyed, or is no longer retrievable, the producing party shall explain where and when the ESI
8 was last retrievable in its original format, and disclose the circumstances surrounding the change in
9 status of that ESI, and whether any backup or copy of such original ESI exists, together with the
10 location and the custodian thereof.

11 **VII. INADVERTENT PRODUCTION**

12 The inadvertent production of any material constituting or containing attorney-client
13 privileged information or work-product or constituting or containing information protected by
14 applicable privacy laws or regulations, shall be governed by provisions contained in the Federal
15 Rules of Civil Procedure and Local Civil Rules and/or any stipulation entered into by the Parties and
16 So-Ordered by the Court. No Party shall be deemed to have waived its right to assert the attorney-
17 client privilege and/or attorney work product privilege if privileged materials are inadvertently
18 disclosed despite the Party's exercise of a reasonable standard of care with respect to the production
19 of such materials. Upon discovery by any Party of the inadvertent disclosure of materials protected
20 by privilege, that Party shall promptly notify the opposing counsel in writing of the disclosure,
21 identify the document that contains such materials and immediately take steps to preclude further
22 disclosure, pursuant to the Parties' Confidentiality Order. In such an event, the Party receiving the
23 privileged materials produced will return or destroy all copies of the identified materials, confirm in
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1 writing that such materials have been returned or destroyed and treat the privileged materials as if
2 they had been initially excluded from production, consistent with the Parties' obligations under the
3 Confidentiality Order.

4 DATED: April 7th, 2023
5 **GUNDERSON LAW FIRM**

6 By: /s/ Mark H. Gunderson
7 Mark H. Gunderson, Esq.
Austin K. Sweet, Esq.
8 *Attorneys for Minerva Office Management,
Inc. and Robert L. Leberman*

9
10 DATED: April 7th, 2023
11 **PAUL HASTINGS LLP**

12 By: /s/ Ryan D Derry
13 Ryan D. Derry, Esq.
*Attorney for Alexandra Sarah Getty
and ASG Investments, Inc.*

14
15 DATED: April 7th, 2023
16 **ROGER WENTHE, PLLC**

17 By: /s/ Roger Wenthe
18 Roger Wenthe, Esq.

19 **POLLOCK COHEN LLP**

20
21 By: /s/ Adam Pollock
22 Adam Pollock, Esq. (*pro hac vice*)
Christopher Leung, Esq. (*pro hac vice*)
23 *Attorneys for Marlena Sonn*

24 **IT IS SO ORDERED.**

25
26 DATED: April 7th, 2023
27 **MCDONALD CARANO LLP**

28 By: /s/ Leigh T. Goddard
Leigh T. Goddard, Esq.
Daniel I. Aquino, Esq.
Tara U. Teegarden, Esq.
*Attorneys for KPG Investments, Inc. and
Kendalle Getty*
DATED: April 7th, 2023
LEMONS, GRUNDY & EISENBERG

By: /s/ Alice Campos Mercado
Alice Campos Mercado, Esq.
*Attorney for Alexandra Sarah Getty
and ASG Investments, Inc.*

UNITED STATES MAGISTRATE JUDGE

DATED: _____

CERTIFICATE OF SERVICE

Pursuant to FRCP 5(b), I certify that I am an employee of the law office of GUNDERSON
LAW FIRM, and on the 7th day of April, 2023 I electronically filed the **STIPULATION AND
ORDER REGARDING PROTOCOL GOVERNING PRODUCTION OF
ELECTRONICALLY STORED INFORMATION**, and a copy will be electronically mailed by
the United States District Court-District of Nevada through CM/ECF to the following:

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20 Pursuant to FRCP 5(b), I further certify that I am an employee of the law office of
21 GUNDERSON LAW FIRM, and on the 7th day of April, 2023, I deposited for mailing in Reno,
22 Nevada a true and correct copy of the foregoing **STIPULATION AND ORDER REGARDING**
23 **PROTOCOL GOVERNING PRODUCTION OF ELECTRONICALLY STORED**
24 **INFORMATION**, to the following:

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